

STATE OF TEXAS

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COUNTY OF TRAVIS

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**2017 SOFTWARE OPERATION AND MAINTENANCE CONTRACT
AMENDMENT #3 TO TJJD CONTRACT NUMBER CON0000699**

The Texas Juvenile Justice Department, hereinafter TJJD, and Texas Conference of Urban Counties, Inc., 500 W. 13th Street, Austin, Texas 78701, hereinafter **Service Provider**, acknowledge that they have previously entered into a contract for the provision of operation, maintenance, support, and enhancement services for TJJD's Juvenile Case Management System (JCMS) Basic (JCMS.Basic) web-based module software for the period of **January 1, 2017, through December 31, 2018**. This contract is identified as **CON0000699**.

Both parties wish to continue the relationship that exists without a lapse in services. Service Provider agrees to continue to provide services under the aforementioned existing contract, and TJJD agrees to continue to use Service Provider's services during the term of this contract.

Both parties represent and warrant that the individual signing this Amendment is authorized to sign this document on behalf of their party and to bind their party under this Amendment.

The parties hereto agree to be bound by the terms of the existing contract and amendments, subject to the following changes as permitted pursuant to **SECTION IV: GENERAL PROVISIONS, Article 12: Contract Amendment and Merger Clause**:

1. The term of the contract is being extended for six months, through **June 30, 2019**, with two additional three-month options for extension from July 1, 2019, through September 30, 2019, and October 1, 2019, through December 31, 2019. Therefore:

- a. The contract preamble is amended to read as follows:

"...This contract expires on **June 30, 2019**, ..."

- b. **SECTION IV: GENERAL PROVISIONS, Article 11: Contract Term**, will read as follows:

"This contract will become effective **January 1, 2017, through June 30, 2019**, with two additional three-month options for extension from July 1, 2019, through September 30, 2019, and October 1, 2019, through December 31, 2019. TJJD will provide at least 45 days' written notice to Service Provider of its intent to exercise its option to extend the contract term or its intent to terminate upon term expiration. If TJJD fails to provide notice to Service Provider by the 45th day before the end of the term for the first or second three-month extension, then the contract term will be automatically extended for the additional three-month period, and an invoice for that extension will be issued by Service Provider in accordance with **SECTION 1: SERVICE PROVIDER, subsection 11**. If TJJD has not entered into negotiations for a new contract with Service Provider or provided Service Provider notice of termination at least 45 days before the end of the second three-month extension, the contract will terminate effective December 31, 2019, with notice of termination becoming effective and beginning the transition process discussed in **SECTION 1: SERVICE PROVIDER, subsection 12, Transition Upon Contract Termination**, and in the Transition Plan (**Exhibit D**) on November 18, 2019. Any extensions shall be at the same terms and conditions, except for any approved changes made by contract amendment."

- c. **SECTION II: TJJD**, is amended as follows to reflect payment for the six-month extension and the options for extension:

"..."

4. TJJD will pay Service Provider a fee of **five hundred seventy-eight thousand dollars and zero cents (\$578,000.00)**, as 6/12th of TJJD's 2019 annual cost of **one million, one hundred fifty-six thousand dollars and zero cents (\$1,156,000.00)**, for the operation, maintenance, support, and enhancement of JCMS.Basic for the period of **January 1, 2019, through June 30, 2019**. Payment will be made quarterly in the amount **two hundred eighty-nine thousand dollars and zero cents (\$289,000.00)**, upon receipt of invoice from Service Provider. TJJD will pay Service Provider a fee of **two hundred eighty-nine thousand dollars and zero cents (\$289,000.00)** if it exercises the July 1, 2019, through September 30, 2019, three-month option to extend, upon receipt of invoice from Service Provider. TJJD will pay Service Provider a fee of **two hundred eighty-nine thousand dollars and zero cents (\$289,000.00)** if it exercises the October 1, 2019, through December 31, 2019, three-month option to extend, upon receipt of invoice from Service Provider. Invoices will be paid in accordance with Chapter 2251 of the Texas Government Code.
5. TJJD will require all entities utilizing JCMS.Basic to execute the above-referenced ICC (**Exhibit A**)."
2. **SECTION I: SERVICE PROVIDER** is amended by deleting subsection 11 in its entirety and replacing with the new subsection 11 below, and by adding the following new subsection 13:
 - *11. Service Provider will submit invoices to the TJJD Claims Department via email at tjjdinvoice@tjtd.texas.gov and/or via regular mail at, 11209 Metric Boulevard, Building H, Suite A, Austin, Texas 78758, on invoices bearing Service Provider's name, address, and TJJD contract number. Invoices will be submitted by January 1, 2019 for the service period 1/1/19 through 3/30/19; not earlier than 45 days prior to March 1, 2019 for the service period 4/1/19 through 5/31/19; not earlier than 45 days prior to July 1, 2019 for the first 3-month extension, if applicable; and not earlier than 45 days prior to October 1, 2019 for the second 3-month extension, if applicable.
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 13. **Access to JPD Data**

TJJD will provide a list of all JPDs that have executed an ICC (see **Exhibit A**) with TJJD. Upon written request, Service Provider will provide a copy of JPD data from any JPD that has executed an ICC with TJJD. Only one request for a copy of JPD data is permitted under this section. Service Provider shall provide the copy of the JPD data no later than ten (10) business days after receipt of the request. JPD data will be provided in a format agreed to by TJJD and Service Provider. Provision of the copy of JPD data under this section is separate and apart from, and in no way modifies any party's obligations detailed in Exhibit D (Transition Plan) to the parties' contract."
3. The contract is amended as follows under **SECTION III: CERTIFICATIONS**:
 - a. Articles 9, 10, 11, 18, 20, 21, and 22 are deleted in their entirety and replaced with the following:

"Article 9: Suspension and Debarment

Service Provider certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

Article 10: Excluded Parties/Terrorism

Service Provider certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

Article 11: Prior Disaster Relief Contract Violation

Under Section 2155.006 and 2261.053, Government Code, the vendor or contractor [Service Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

A state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

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Article 18: By signature hereon, Service Provider certifies that:

All statements and information prepared and submitted in relation to this contract is current, complete, and accurate; Service Provider has disclosed in writing to TJJD all existing or potential conflicts of interest relative to the performance of the contract; and if circumstances change during the course of the contract, Service Provider shall promptly notify TJJD.

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Article 20: Verification of Worker Eligibility Clause

Service Provider certifies that for contracts for services, Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system (E-Verify) during the term of the contract to determine the eligibility of:

1. all persons employed by Service Provider to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Service Provider to perform work pursuant to the contract within the United States of America.

Service Provider shall provide, upon written request by TJJD, an electronic or hard copy screenshot of the confirmation that Service Provider is enrolled in E-Verify. Service Provider shall provide, upon written request by TJJD, an electronic or hard copy of the confirmation or non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for each Service Provider employee, subcontractor, and subcontractor employee that meet the criteria above, following any required E-Verify protocols to allow for the provision of such information.

If it is determined that Service Provider has violated the certifications set forth in this Article, then (1) Service Provider shall be in breach of contract, and (2) TJJD shall have the option to terminate the contract for cause without prior notice.

Article 21: Prohibition on Contracts with Companies Boycotting Israel

In accordance with Section 2270.002 of the Texas Government Code, Service Provider hereby represents and warrants that it does not, and shall not for the duration of the contract, boycott Israel as the term is defined by 808.001(1) of the Texas Government Code.

Article 22: Prohibition on Contracts with Companies Engaged In Business with Iran, Sudan, or Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits TJJD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Service Provider certifies that it is not ineligible to receive the contract."

4. The contract is amended as follows under **SECTION IV: GENERAL PROVISIONS:**

- a. Articles 2, 8, 15, and 26 are deleted in their entirety and replaced with the following:

"Article 2: Indemnity

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TJJD, AND/OR THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND/OR REPRESENTATIVES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SERVICE PROVIDER OR ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, VISITORS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SERVICE PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SERVICE PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SERVICE PROVIDER AND TJJD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

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Article 8: Funding Out Clause

The contract is subject to termination or cancellation, without penalty to TJJD, either in whole or in part, subject to the availability of state funds. TJJD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TJJD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either TJJD's or Service Provider's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, TJJD will not be liable to Service Provider for any damages, that are caused or associated with such termination or cancellation, and TJJD will not be required to give prior notice.

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Article 15: Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TJJD.

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Article 26: Execution Authority

Service Provider represents and warrants that the individual signing this contract is authorized to sign this document on behalf of Service Provider and to bind Service Provider under this contract. This contract shall be binding upon and shall inure to the benefit of the TJJD and Service Provider and to their representatives, successors, and assigns. The parties expressly agree that no provision of this contract is in any way intended to constitute a waiver by the TJJD or the State of Texas of any immunities from suit or from liability that the TJJD or the State of Texas may have by operation of law."

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year last below written.

For the Texas Juvenile Justice Department:




Camille Cain, Executive Director

1/3/18

Date

For Service Provider:



Signature

John B. Dabill

Printed Name

12-20-18

Date

Approved as to form:



TJJD Attorney

12/21/18

Date